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8

9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE DISTRICT OF NEVADA**

11 FEDERAL TRADE COMMISSION,

12 Plaintiff,

v.

13 CRYSTAL EWING, et al.

14 Defendants.

15 Case No. 2:14-cv-000683-RFB-VCF

16

17 **STIPULATED PROTECTIVE**
18 **ORDER**

19 The Court enters this protective order pursuant to Fed. R. Civ. P. 26(c).

20 1. An attorney or party appearing *pro se* marking material as “Confidential
21 Material” certifies in good faith: *first*, that it contains (a) sensitive personal information; (b)
22 sensitive consumer information; or (c) trade secret(s) or other confidential research,
23 development, or commercial information; and *second*, after careful determination, that the
24 material is not reasonably believed to be already in the public domain or otherwise publicly
25 available.

26 2. Notwithstanding any designation to the contrary, no materials that are otherwise
27 available to the public shall be treated as “Confidential.”

28 3. “Sensitive Personal Information” means any (a) Social Security number; (b)
sensitive health-related data including medical records; (c) biometric identifier; or (d) any one or
more of the following when combined with an individual’s name, address, or phone number: (i)

1 date of birth, (ii) driver's license or other state identification number, or a foreign equivalent, (iii)
2 military identification number, (iv) passport number, (v) financial institution account number,
3 (vi) credit or debit card number; or (e) other sensitive information relating to an individual
4 entitled to confidential status under applicable law, by order of this Court, or by agreement of the
5 parties.

6 4. "Sensitive Consumer Information" means any consumer's (a) address; (b) phone
7 number; (c) financial institution account number; or (d) credit or debit card number, whether in
8 isolation, in combination with one another, or in combination with a consumer's name.

9 5. All Confidential Material produced or exchanged in the course of this litigation
10 shall be used for the purpose of preparation and trial of this litigation, or any appeal therefrom,
11 and for no other purpose whatsoever, and shall not be disclosed to any person except in
12 accordance with the terms hereof. *Provided, however,* that nothing in this Protective Order shall
13 impose any restrictions on the use or disclosure by the FTC, including its employees, agents,
14 attorneys, and all other parties acting on its behalf, of confidential materials as provided by: (1)
15 the FTC's Rules of Practice and any cases construing them; (2) Sections 6(f) and 21 of the
16 Federal Trade Commission Act and any cases construing them; and (3) any other legal obligation
17 imposed upon the FTC.

18 6. Confidential Material must be designated as follows:

19 (a) Mark paper materials "CONFIDENTIAL-[DESIGNATING PARTY
20 NAME]." If paper material is only confidential in part, mark only the portions of the material
21 that are confidential.

22 (b) Mark electronic materials "CONFIDENTIAL-[DESIGNATING PARTY
23 NAME]" by marking each electronic page or subpart that is confidential. If the electronic
24 material cannot be marked by page or subpart, the designee shall meet and confer with the
25 recipient to determine a means to delineate the confidential material. Also mark the electronic
26 storage medium, as well as any electronic file and folder name "CONFIDENTIAL."

(c) Designate deposition transcripts as Confidential Material within 10 days of receipt of the final transcript by identifying the specific page(s) and line number(s) that are confidential and notifying all parties of same. If testimony is identified as confidential during a deposition, absent agreement on the scope of confidentiality, the entire transcript shall be treated as confidential until the time for designation expires. The 10-day period for designation may be extended by agreement of the parties. Upon being informed that certain portions of a deposition are to be designated as Confidential, all parties shall immediately cause each copy of the transcript in its custody or control to be appropriately marked and limit disclosure of the transcript in accordance with this Order.

7. Confidential Material may only be disclosed to:

(a) the Court and court personnel;

(b) the parties' outside counsel and their employees only to the extent necessary to assist in the litigation;

(c) experts, vendors, and contractors consulted or retained by the parties or counsel, and their employees, provided that they agree in writing to abide by this protective order or execute FTC Form X33-Nondisclosure Agreement for Contractors;

(d) any person who had prior access to the Confidential Material or participated in a communication that is the subject of the Confidential Material;

(e) witnesses, including deponents, and their counsel, provided that they agree in writing to abide by this protective order.

8. An inadvertent failure to mark Confidential Material prior to disclosure does not preclude a subsequent designation, but no prior disclosure of newly designated Confidential Material by a recipient shall violate this Order.

9. Confidential Material shall only be filed either: (a) redacted through the Court's ECF system; or (b) with a motion to seal the material, unless the party introducing the material provides the designee notice of its intention to publicly file the material at least 14 days in advance of filing to provide an opportunity for the designee to seek further protection from the

1 Court. If the designee seeks protection within the 14 days, the materials may only be filed with a
2 motion to seal until the Court has ruled on the designee's request; *provided, however,* that the
3 parties shall comply in all regards with Fed. R. Civ. P. 5-2 and Local Rule 10-5.
4

5 10. At the conclusion of this case, any consultant or other person retained to assist
6 counsel in the preparation of this action shall destroy or return all Confidential Materials and any
7 other materials containing confidential information. All Confidential Materials held by the
8 parties shall be destroyed or returned to the designee, except that the FTC shall retain, return, or
9 destroy Confidential Materials in accordance with Rule 4.12 of the FTC's Rules of Practice.
10

11. This Order shall not deprive any party of its right to object to discovery by any
12 other party or on any otherwise permitted ground. This Order is being entered without prejudice
13 to the right of any party to move the Court for modification or for relief from any of its terms.
14

15 12. This Order continues to govern Confidential Information after conclusion of the
16 case absent further order of the Court.
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18 SO STIPULATED:
19

20 */s/ Elsie B. Kappler*
21

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Dated: October 27, 2014

IT IS SO ORDERED:

Carl Gaddis

Cam Ferenbach, United States Magistrate Judge

Dated: 10-27-2014

CERTIFICATE OF SERVICE

I, Alejandro G. Rosenberg, hereby certify that on this 27th day of October, 2014, I served the foregoing document electronically on all counsel above via CM/ECF, and on Ricki Black via Fedex to 2603 S.W. 28th Terrace, Cape Coral, FL 22913 and email to ricki.black@ymail.com.

/s/ *Alejandro G. Rosenberg*

Alejandro G. Rosenberg